

EXHIBIT C

CAPELL & HOWARD_{PC.}
ATTORNEYS AT LAW

CHRISTOPHER W. WELLER
334 241 8066 DIRECT
cww@chlax.com

October 24, 2005

Via Certified Mail, Return Receipt Requested

Ms. Kathleen Hopkins
14595 Old Central Plank Road
Montgomery, Alabama 36024-5399

Re: GuideOne Insurance Company

Dear Ms. Hopkins:

I represent GuideOne Insurance Company and have been retained to address several matters regarding your activities following the termination of your agent contract. If you are represented by counsel, then please deliver this letter to your attorney.

As you know, when you signed your agent contract, you promised not to engage in the business of selling property, casualty and life insurance within a 25 mile radius of the city limits of Montgomery, Alabama for a period of one year following the termination of your agent contract. You also promised that when your contract ended, you would return all Company property to GuideOne, including policyholder files and Company materials. You further acknowledged that GuideOne owns all right, title and interest in the business written or assigned to you, including rights of renewal. You also promised that you would not use policyholder information or other Company materials for any other purpose or provide such information, either directly or indirectly, to any other person or organization. On September 16, 2005, GuideOne Manager Jeanette Bonney reminded you of these promises and obligations and told you that that GuideOne would expect you to fulfill the terms of your agent contract.

Recently, GuideOne has learned that you have broken all of these promises. In particular, GuideOne has discovered that you have formed a business relationship with your daughter-in-law, Ms. April Holton, for the purpose of selling insurance; that your new company has solicited at least one of GuideOne's policyholders; and that you even have refused to return your policyholder files to the GuideOne. Each of these actions

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constitutes a breach of the promises of your agent contract and poses a serious threat to GuideOne's business.

GuideOne is the sole owner of all its policyholder files and other Company documents. You had no right to remove or use any of these materials without GuideOne's permission, which you certainly did not have.

GuideOne would like to resolve these issues without having to involve the courts. If you share that goal, then you must immediately stop selling or assisting ~~others in the sale of property, casualty and life insurance within a 25 mile radius of the~~ city limits of Montgomery, Alabama for a period of one year following the termination of your agent contract. You will have five (5) business days to return all property you removed without GuideOne's permission to Mr. Dennis Basden, GuideOne Sales Director for Montgomery, Alabama, including all policyholder files, Company signs and brochures, underwriting and rating manuals or guidelines, policy procedural manuals, applications, policy forms, furniture and any software provided to you by the Company. You must further certify to me in writing that you have destroyed all other papers and electronic copies. Additionally, you must identify all GuideOne customers you and Ms. Holton have solicited since you left the Company.

I strongly urge you use this opportunity to resolve this matter right now. If you refuse to fulfill the terms of your agent contract and return the policyholder files and other Company materials, then GuideOne will have no alternative but to file suit. I look forward to your prompt reply.

Sincerely,



Christopher W. Weller

CWW/ag

Cc: Ann Michelson, Esq.